

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ZENITH INSURANCE COMPANY,
Plaintiff,**

CIVIL ACTION

v.

**MARTIN P. NEWELL, JR. AND M.P.N.,
INC.,
Defendants.**

NO. 20-3878

ORDER

AND NOW, this 18th day of December, 2023, upon consideration of Plaintiff's Motion to Enter Partial Judgment Pursuant to Fed. R. Civ. P. 54(b) or, in the Alternative, to Certify the March 19, 2021 Order for Interlocutory Appeal Pursuant to 28 U.S.C. § 1292(b) (ECF No. 58), and all responses and replies thereto (ECF Nos. 62, 63), **IT IS HEREBY ORDERED** that Zenith's Motion to Certify the March 19, 2021 Order for Interlocutory Appeal Pursuant to 28 U.S.C. § 1292(b) is **DENIED** and that Zenith's Motion to Enter Partial Judgment Pursuant to Fed. R. Civ. P. 54(b) is **GRANTED**.

It is **FURTHER ORDERED** that:

1. In accordance with the Court's March 19, 2021 Opinion and Order declaring that Zenith has a duty to defend Defendants in the underlying state-court action (*Mercer v. Newell, et al.*, June Term 2019, No. 7041), Zenith **SHALL** defend Defendants in that case; and,
2. Zenith **SHALL** reimburse Defendants for any costs of defense already undertaken for which it has not yet reimbursed Defendants.

This judgment is entered by the Court pursuant to Fed. R. Civ. P. 54(b) with respect to the duty to defend and does not address any duty to indemnify.

BY THE COURT:

/s/Wendy Beetlestone, J.

WENDY BEETLESTONE, J.